



**Governor's Office of
Storm Recovery**

ANDREW M. CUOMO
Governor

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Executive Director

HOUSING TRUST FUND CORPORATION

**Request for Qualifications ("RFQ")
for**

Community Development Block Grant-Disaster Recovery (CDBG-DR)

**Design, Architectural/Engineering ("A/E") and Construction Support Services for
Flood Mitigation and Coastal Resiliency Projects**

RFQ # 201709_062

September 11, 2017

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1. OVERVIEW OF THE REQUIREMENT

The purpose of this Request for Qualifications (“RFQ”) is to pre-qualify vendors to provide professional design, architectural and engineering (A/E), and construction support services for flood mitigation and coastal resiliency projects in connection with the administration of U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113). This Request for Qualifications (“RFQ”) is issued in accordance with the Procurement and Contract Guidelines of GOSR and in compliance with [Section 2879a of the New York Public Authorities Law](#).

Based on the review of the Applications to the RFQ, the Governor’s Office of Storm Recovery (“GOSR”) of the Housing Trust Fund Corporation (“HTFC”) intends to establish a Pre-Qualified List (“PQL”) of Vendors who on an as-needed basis will be asked to compete to enter into a Contract(s) for provision of project design(s) that will benefit the community through the construction of natural resource projects, social resiliency projects, and implementation of educational programs for various CDBG-DR funded programs managed by GOSR. Respondents to this RFQ should thoroughly review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds. The Action Plan and all amendments are located on the GOSR website at: <http://stormrecovery.ny.gov/funding/action-plans-amendments>.

Qualified firms are encouraged to take advantage of this opportunity and submit an Application for this PQL detailing their credentials. The pre-qualification process is designed to ensure that bids for the various projects are only received from contractors that are highly qualified and possess the requisite prior experience.

2. BACKGROUND INFORMATION

In late October 2012, Superstorm Sandy, the largest storm in New York’s recorded history swept ashore. Sandy’s effect was devastating, causing widespread damage to lives, homes, businesses, core infrastructure, government property, and an economy just recovering from the Great Recession. Fourteen counties were declared Federal disaster areas. Sixty New Yorkers died and two million customers lost power with some blackouts lasting up to three weeks. The storm damaged or destroyed as many as 300,000 housing units, affected or closed over 2,000 miles of roads, produced catastrophic flooding in subways and tunnels, and damaged major power transmission and communication systems. Sandy followed closely on the heels of Tropical Storm Lee and Hurricane Irene, which caused unprecedented and catastrophic damage to Upstate New York.

In January 2013, President Obama signed into law the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), pursuant to which the U.S. Congress appropriated \$16,000,000,000 to HUD for the CDBG-DR program, so that the agency could provide funds to address community recovery needs resulting from disasters that occurred in the United States in 2012 and 2013. This included areas impacted by Superstorm Sandy, Hurricane Irene, and Tropical Storm Lee.

In February 2013, HUD announced an initial allocation of funds from the \$16,000,000,000 CDBG-DR appropriation, allocating \$5,400,000,000 to states impacted by Superstorm Sandy. New York City received a separate allocation of CDBG-DR funds. New York State received \$1,713,960,000, which it planned to use in four recovery areas: housing, economic development, infrastructure, and planning. The State submitted an Action Plan for these funds to HUD in April 2013.

HUD approved the Action Plan on April 25, 2013. New York State Homes and Community Renewal (“NYS HCR”), through its Office of Community Renewal (“OCR”) and GOSR, is tasked with overseeing the administration of the CDBG-DR funds. In June 2013, Governor Andrew M. Cuomo established GOSR as an office within HTFC to maximize the coordination of recovery and rebuilding efforts in storm-affected municipalities throughout New York State and directed it to administer CDBG-DR funds. GOSR will administer the program through a variety of organizations and municipalities through subrecipient agreements. Depending on the specific program or project, GOSR may also choose to directly administer activities through contractors or other vendors.

The State’s initial Action Plan focused primarily on (1) addressing the immediate housing and business assistance needs in the communities affected by recent storms; and (2) assisting governments in covering emergency expenses, providing matching funds necessary to repair and mitigate storm damaged infrastructure, and providing funds for critical infrastructure assets that were storm impacted. The State also worked with storm-damaged communities to begin a comprehensive community-based planning process known as the New York Rising Community Reconstruction Program.

Respondents to this RFQ should thoroughly review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds.

The Action Plan and all amendments are located on the GOSR website at:

<http://stormrecovery.ny.gov/funding/action-plans-amendments>

3. RFQ PROCESS AND ADMINISTRATIVE REQUIREMENTS

3.1 RFQ Coordinator

Shin Kim
Chief Procurement Officer
Governor's Office of Storm Recovery
25 Beaver Street
New York, New York 10004
GOSRProcurement@stormrecovery.ny.gov

3.2 Application Period

This RFQ is released on September 11, 2017. The submission period for Applications shall remain open until further notice. Respondents may submit their Applications at any time. However, Respondents are strongly encouraged to submit their Applications as soon as possible. Only those Respondents who have received an approved determination of qualification at the time of a bid or proposal solicitation release will be able to participate in that bid or solicitation. GOSR shall have ninety (90) days from the date of submission of a completed Application to make a determination to approve or deny qualification.

It is the sole responsibility of Respondents to periodically review the GOSR website for regular updates to the RFQ which may alter the terms or requirements of this RFQ.

3.3 Qualifications Review Stages

Review of Applications will be conducted by GOSR.

Stage 1

Applications will be checked for compliance with the required minimum qualifications in section 5.1.

Stage 2

The Respondent will be assessed against the Selection Criteria presented in their Applications. GOSR reserves the right to interview the Respondent when reviewing these criteria for clarification purposes.

Stage 3

Reference checks will be done by GOSR during the qualifications review and may be done during the term of the PQL to confirm any information submitted by the Respondent. GOSR reserves the right to contact references other than those provided by the Respondent. If any of the references are unsatisfactory to GOSR, the Respondent may be excluded or removed from the PQL in GOSR's sole discretion.

Stage 4

The Respondent will be notified of their status in writing on the PQL. If a Respondent is denied of pre-qualification, GOSR will state the reasons upon which the determination is based. A Respondent who has been previously denied may reapply by submitting a new Application.

3.4 Use of Pre-Qualified List (“PQL”)

The guidelines set out in this section regarding the use of the PQL are subject to change from time to time as GOSR may deem necessary, without notice to the Vendors on the PQL.

- 3.4.1 The PQL will be in effect until December 31, 2019.
- 3.4.2 GOSR may, in its sole discretion, from time to time, use the PQL in connection with projects or assignments. The criteria for selecting Pre-Qualified Vendors for each project or task will vary, depending upon the requirements of the applicable project or task, and could involve requiring Vendor’s personnel/Consultants to have a certain demonstrated experience and proficiency level in the design of flood mitigation and coastal resiliency projects depending on the specific requirements of the project or assignment.
- 3.4.3 Any Contracts entered into with a Pre-Qualified Vendor will be:
 - a) between GOSR and the individual person where the Pre-Qualified Vendor is an individual, and
 - b) between GOSR and a company, and specifying the individual personnel/Consultant(s) who will be performing the services, where the Pre-Qualified Vendor is a Respondent company.
- 3.4.4 Prior to the commencement of work, the Pre-Qualified Vendor shall comply with the insurance requirements, and familiarize itself with the indemnification requirements, as articulated in Attachment 1 to the RFQ. GOSR, at its sole discretion, will consider alternative insurance requirements. Alternative insurance requirements may be noted in the RFQ response.
- 3.4.5 Pre-Qualified Vendors will be asked to compete on opportunities for the provision of services in accordance with the selection method set out in paragraph 3.4.6 or as revised by GOSR and communicated to all Pre-Qualified Vendors from time to time. If a Pre-Qualified Vendor's requested qualified personnel/Consultants is/are unavailable for a contemplated project or assignment, the Pre-Qualified Vendor may propose a substitute resource to GOSR for evaluation and consideration.

- 3.4.6 GOSR may select a Pre-Qualified Vendor from the PQL using one or more of the following selection methods:
- a) If the estimated Contract value is less than or equal to \$150,000, GOSR may, in its sole discretion, use a competitive selection process amongst a minimum of three Pre-Qualified Vendors that evaluates each Pre-Qualified Vendor's available qualified personnel/Consultants, proposed approach, pricing, or other elements required for the project or assignment.
 - b) If the estimated Contract value is more than \$150,000, and more than one Pre-Qualified Vendor has personnel/Consultants available who have the necessary qualifications to carry out the project or assignment based on GOSR's specific assessment of those qualifications, GOSR will invite all such Pre-Qualified Vendors to compete for the project or assignment.
- 3.4.7 GOSR expects to select a Pre-Qualified Vendor that will agree to clearly-defined service level agreements ("SLAs"), as yet to be determined but to be included in any final contract between parties. Such SLAs will be established and agreed to in order to ensure that the selected Respondent delivers the maximum level of service on a timeline and in a manner requested and required by the State to ensure a timely, efficient, equitable, and transparent recovery process. Fees provided under a contract will be contingent upon adherence to the SLA and other pre-agreed metrics for success. Furthermore, GOSR reserves the right to cancel any contract awarded, or withhold payment of funds under any contract awarded, for failure to adhere to the SLA.
- 3.4.8 During the period that the PQL is in effect, Pre-Qualified Vendors will immediately advise GOSR of any material changes to the information contained in their Application. In addition, at the time of submitting any bid or proposal in response to a solicitation from a PQL, Vendors shall affirm that there has been no change in the information included in the Application, or shall supply such changed information.
- 3.4.9 GOSR has the sole discretion to remove a Pre-Qualified Vendor from the PQL for any reason or no reason.
- 3.4.10 GOSR has no obligation to:

- a) inquire as to the availability of substitute personnel/Consultants when advised by a Pre-Qualified Vendor that the personnel/Consultants named on the PQL is/are not available for a particular project;
- b) evaluate or accept any substitute personnel/Consultants proposed by a Pre-Qualified Vendor;
- c) enter into a Contract with any one or more Pre-Qualified Vendors; or
- d) invite any one or more Pre-Qualified Vendors to participate in competitive processes for a Contract.

3.4.11 GOSR reserves the right, in its sole discretion, to:

- a) employ open competitions that include Vendors external to the PQL;
- b) otherwise engage Vendors external to the PQL in connection with any project required by GOSR; and
- c) at any time, cancel, expand, or extend the term of the PQL.

3.4.12 GOSR has no obligation to select the Pre-Qualified Vendor offering the lowest rates, and may also consider the qualifications or other criteria required for a specific project.

3.4.13 GOSR may, in its sole discretion, consider subsequent requests for inclusion on the PQL during the term of the PQL. Respondents making such requests will be required to submit their qualification information for review in the same manner as originally outlined in this RFQ.

3.5 Respondents' Questions

All questions and correspondence must be sent to GOSRProcurement@stormrecovery.ny.gov. All questions must reference this specific RFQ in the subject line of the email. For example, the subject line for questions related to this RFQ should read **RE: RFQ Question – Architectural/Engineering (“A/E”) Professional Services**. Any correspondence or questions sent to any other email address regarding this RFQ will not receive a response.

It is the sole responsibility of the Respondent to check for amendments and additional information on the “Procurement Opportunities” webpage.

<http://stormrecovery.ny.gov/doing-business-with-gosr/rfps>

3.6 Procurement Lobbying Provisions

Pursuant to State Finance Law §§ 139-j and 139-k, this RFQ includes and imposes certain restrictions on communications between GOSR and Respondents during the solicitation process. A Respondent is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract (the “restricted period”) with GOSR staff other than the RFQ Coordinator, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

In accordance with § 2879 of the Public Authorities Law, GOSR is required to make a Responsibility Determination with respect to each vendor to whom a contract is to be awarded. The Lobbying Law requires that proposed vendors disclose findings of non-responsibility against them by any other governmental agency within the previous four years. Certain findings of non-responsibility can result in a rejection for contract award and, in the event of two (2) findings within a four-year period, the Respondent will be rendered ineligible (debarred) to submit a proposal for, or be awarded, any procurement contract for a period of four (4) years from the date of the second final determination of non-responsibility. Contacts by GOSR employees who are required to obtain information in furtherance of the Responsibility Determination are considered “permissible contacts” under the NYS Finance Law § 139 (j)(3)(a)(8). Further information about these requirements can be found on the Office of General Services website at:

http://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

For all lobbying law contacts and inquiries, please contact:

Natalie Dennery
Lobbying Contact Officer
Governor’s Office of Storm Recovery
GOSRProcurement@stormrecovery.ny.gov
Email must indicate subject: **RE: Lobbying Inquiry**

3.7 Conflicts of Interest

In the event of real or apparent of conflicts of interest, GOSR reserves the right to impose additional conditions upon Vendors. The selected Vendor will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public Officers Law.

3.8 Submission Format

Submissions to this RFQ must be filed electronically in Portable Document Format (pdf) file. Unless otherwise noted, Respondents must complete and submit all forms, information, and other documentation listed herein (including, without limitation, any Attachments and Appendices to this RFQ) as part of their electronic submissions. Respondent is responsible to ensure that emails and attachments are delivered in a legible format. Only complete Applications will be evaluated. In all instances, GOSR's determination regarding the completeness of any Applications shall be final.

Applications must be submitted by email to:

GOSRProcurement@stormrecovery.ny.gov

Submission font size shall not be any less than 12 points, with 1-inch margins, with the exception of tables and charts, but such text must be clearly legible. Respondents are encouraged to submit only relevant and necessary information.

The Respondent shall not make any aspect of its submission contingent upon the use of State of New York personnel, property, or equipment.

GOSR will consider Applications to this RFQ in a consistent and easily comparable format. Submissions not organized in the manner set forth in this RFQ may be considered nonresponsive at the sole discretion of GOSR. Do not refer to other parts of your submission to information that may be publicly available elsewhere, or to the Respondent's website or any other website in lieu of presenting the information in your Application.

3.9 Changes to Application Wording

The Respondent shall not change the wording of its Application after the submission and no words or comments will be added to the Application unless requested by GOSR for purposes of clarification.

3.10 Respondent's Errors and Omissions

GOSR reserves the right to reject a submission that contains an error or omission. GOSR also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Respondent, without opening up clarifications for all Respondents. Respondents will be provided a reasonable period of time in which to submit written responses to GOSR's requests for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

3.11 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing an Application and for subsequent negotiations with GOSR, if any. GOSR will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Application, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.12 Acceptance of Applications

This RFQ is not an agreement to purchase services. GOSR is not bound to enter into a Contract with any Pre-Qualified Vendor. Applications will be assessed in light of the qualification review criteria. GOSR will be under no obligation to receive further information, whether written or oral, from any Respondent.

3.13 Definition of Contract

Notice in writing to a Respondent that it has been identified as a Pre-Qualified Vendor will neither constitute a Contract nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ. Only if a Pre-Qualified Vendor and GOSR enter into a subsequent full written Contract will a Respondent acquire any legal or equitable rights or privileges.

3.14 PQL Not Binding

A Pre-Qualified Vendor may withdraw its name from the PQL by notifying GOSR in writing. GOSR may withdraw a name of a Pre-Qualified Vendor from the PQL by notifying that Pre-Qualified Vendor in writing.

3.15 Modification of Terms

GOSR reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ or the PQL at any time without entering into a Contract.

3.16 Ownership of Applications

All documents, including Applications submitted to GOSR, become the property of GOSR. They will be received and held in confidence by GOSR, subject to the provisions of the *Freedom of Information Law*.

3.17 Proprietary Information

Only information considered trade secrets or non-published financial data may be classified as proprietary or confidential. Such information within the Application must be clearly marked. Applications containing substantial contents marked as confidential or proprietary may be rejected by GOSR. Provision of any information

marked as confidential or proprietary shall not prevent GOSR from disclosing such information if required by law.

3.18 Confidentiality of Information

Information pertaining to GOSR obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from GOSR.

3.19 Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFQ requires Respondents to provide GOSR with personal information of employees who have been included as resources in Application to this RFQ, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to GOSR. Such written consents are to specify that the personal information may be forwarded to GOSR for the purposes of responding to this RFQ and use by GOSR for the purposes set out in the RFQ. GOSR may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to GOSR.

4. SERVICES

The scope of services to be provided by Qualified Vendors may include, but are not limited to the design and engineering of the following: bulkheads; tidal check valves; stormwater treatment devices; detention/retention ponds; bioswales; recharge basins; dredging projects; greenway paths; permeable pavement; living shorelines; gabion structures; stone revetments; wetland restoration; salt marsh restoration; flood barrier berms; natural and artificial sports fields; shallow horizontal detention/retention systems; dam rehabilitation/construction; fish ladders; catch basins; pipes, outfalls; road raisings; and pump stations.

Projects may require computer modeling to aid in design or to evaluate proposed mitigation efficacy. The types of models may include but are not limited to the evaluation of the following conditions: Hydrologic and Hydraulic; Hydrodynamic; Pollutant Loading; Atmospheric; and Wave.

Requests for design services may present proposed projects at varying phases on planning and/or design. Some requests may be based on previously developed conceptual plans or incomplete designs, while others may begin with a conceptual

design and proceed to the 30%, 60%, 90%, and final detailed design drawings, including specifications and construction bid packages.

Qualified Vendors will also be responsible for providing construction support services as projects advance into construction. These support services may include, but are not limited to the following duties: assisting in the bid process; attending pre-construction meetings; conducting regular construction progress meetings; assisting in review claims and change orders; ensuring design intent; and being responsible for shop drawings, design during construction and design modifications.

To avoid duplication of efforts, unless otherwise specified by GOSR in writing, Qualified Vendors will not conduct environmental review activities. Qualified Vendors will be required to coordinate with GOSR and its contractors to facilitate the completion of National Environmental Policy Act (NEPA) and the State Environmental Quality Review Act (SEQRA) for which GOSR will serve as the lead agency/responsible entity.

Notwithstanding the above, the selected Qualified Vendors will be responsible for securing and complying with all applicable local, state and federal permits.

Qualified Vendors must be prepared to commence the required services within thirty (30) days of Work Order execution and Notice to Proceed (“NTP”) at the direction of GOSR.

Services are anticipated to be competed amongst Qualified Vendors based on needs identified by GOSR. Specific work will be outlined in subsequent competition and Work Order assignments not part of this RFQ. The information included herein is provided to aid in developing the Respondent’s Application to demonstrate technical qualifications, administrative capacity and other requirements. GOSR reserves the right to deviate from this planned approach as needed.

5. QUALIFICATIONS REVIEW CRITERIA

5.1 Required Minimum Qualifications of Respondent

The following subsections are required minimum qualifications.

5.1.1 GOSR will consider only those applications that meet any one of the following criteria:

- a) The Respondent must be a Minority and Women-Owned Business Enterprise (MWBE) certified by New York State; **or**
- b) The Respondent must be a registered joint venture, or have a valid legal agreement as a joint venture, with at least one of the entities in the venture

being a New York State-certified MWBE, or with at least two of the entities in the venture being a New York State-certified MBE and a New York State-certified WBE; **or**

- c) The Respondent must indicate a commitment to a good faith effort to achieving HTFC's goal of subcontracting no less than 30% of any awarded job to a New York State-certified M/WBE for each and every project awarded. Refer to section 6.6.2.

5.1.2 Respondent has, or will have prior to work, all necessary licenses, certifications, approvals, and other needed credentials to perform work in New York State pursuant to this RFQ.

5.1.3 Neither Respondent nor any person or entity associated or partnering with Respondent has been the subject of any adverse findings that may prevent GOSR from selecting Respondent. Such adverse findings may include, but are not limited to, the following:

- d) Negative findings from the New York State Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state;
- e) Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York or another state;
- f) Pending litigation with New York State, any other state, or a municipality located in New York or another state;
- g) Arson conviction or pending case;
- h) Harassment conviction or pending case;
- i) Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings;
- j) In rem foreclosure;
- k) Sale of tax lien or substantial tax arrears;
- l) Fair Housing violations or current litigation;
- m) Defaults under any Federal, State or locally-sponsored program;
- n) A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent;
- o) Past or pending voluntary or involuntary bankruptcy proceeding;
- p) Conviction for fraud, bribery, or grand larceny;
- q) Listing on the federal or state excluded parties lists.

5.1.4 Respondent is otherwise qualified and eligible to be on a PQL under applicable laws and regulations.

6. SELECTION CRITERIA AND REQUIREMENTS

Applications will be checked against the minimum qualifications. Applications meeting the minimum qualifications will be further assessed against the following selection criteria. The names of successful Respondents will be added to the GOSR PQL.

Selection Criteria	Points Available
Project Experience	40
Key Personnel	25
Technical Approach and Work Plan	25
Commitment to Compliance	10
TOTAL POINTS AVAILABLE	100

Applications are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively numbered.

6.1 Cover Letter and Table of Contents

Provide a cover letter that includes a certification that the information submitted in and with the submission is true and accurate, and that the person signing the cover letter is authorized to submit the submission on behalf of the Respondent.

Provide a table of contents that clearly identifies the location of all material within the submission by section and page number. Specify the primary contact person for the Respondent (name, title, location, telephone number, and e-mail address).

6.2 Executive Summary

Provide an executive summary including a description of the Respondent's legal status (e.g., individual practitioner, partnership, Limited Liability Company, corporation, non-profit organization, charitable institution, etc.), background, mission, an explanation of the types of services the Respondent provides that relate to this RFQ, and an organizational chart.

Briefly describe any significant changes to the management and/or structure of the Respondent that are related to the work contained in this RFQ, including any mergers that occurred in the last five (5) years.

Submit a completed Respondent Overview form (page 1 of the Appendices for Request for Proposals), which includes the name, address, telephone, fax, and email of the Respondent and the names of all principals and staff that will be providing

services, as well as all subcontractors and sub-consultants proposed. Respondents are encouraged to provide specific opportunities and partnerships with minority-and/or women-owned business enterprises. Please also note that all subcontractors of the selected firms, prior to and after the issuance of a contract, will be subject to prior written approval by GOSR.

6.3 Project Experience

Identify engagement with entities comparable to New York State for which the Respondent provides, or has provided, similar services (A/E design services) within the last (5) years. Detail three (3) similar engagements with clients of similar size and complexity to the State that would demonstrate that the Respondent can provide the services. Respondent will be scored on the Respondent's demonstrated experience in executing and delivering "A/E" services relating to flood mitigation and coastal resiliency infrastructure projects. Respondents who have demonstrated experience and success in providing such services for a variety of infrastructure development projects will be scored higher than those who do not. Each example should include:

- 6.3.1 Name of client organization;
- 6.3.2 Brief but clear narrative describing the relevance of the referenced assignment to this GOSR RFQ;
- 6.3.3 Information regarding the project that would demonstrate successes experienced by the client as a result of the recommendations (this may include performance metrics and improvements);
- 6.3.4 Reference contact for client organization with current and working contact information. Contact information shall include the address, telephone number and email address.

If a Respondent will be subcontracting or partnering any portion of the work, please provide the following:

- 6.3.5 Role and experience of the Respondent in providing the requested services under the RFQ;
- 6.3.6 Summary of qualifications and experience of the relevant subcontractor/partner staff;
- 6.3.7 Explanation of past engagements with proposed subcontractor/partner, if applicable;
- 6.3.8 The percentage of work to be assigned to subcontractors;
- 6.3.9 The allocation of work amongst the subcontractors; and
- 6.3.10 Methods of handling quality assurance and monitoring the work of subcontractors.

A paragraph should accompany each reference describing the role on the relevant project as well as any other contextual information.

References. GOSR may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFQ, and the responsiveness of the Respondent to the client during the engagement. Information provided by references will be used by GOSR for submission evaluation purposes. References should be available and aware of their inclusion in the Respondent's submission and pending contact. GOSR reserves the right to attempt, or not to attempt, to re-contact or notify Respondent of its inability to connect with references in an initial effort. GOSR is not responsible for the lack of responsiveness of the references listed by Respondents, and the State is not required to alert Respondents of a reference's unresponsiveness during the submission evaluation period. Inability to contact references will not be looked upon favorably.

GOSR reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what the State deems to be the most effective and efficient manner.

6.4 Key Personnel

The resumes and professional qualifications of Key Personnel assigned to this GOSR project shall be submitted for evaluation, and shall include the education, work experience, licensure and certification, and other relevant information regarding each professional. Professionals shall have appropriate and adequate skill and experience to support the GOSR program and will be evaluated as such. An organization chart showing the relationship of these and other positions is acceptable but not mandatory.

The required positions are as follows:

- 6.4.1 **Engagement Partner:** The Engagement Partner would be responsible for reporting to Senior GOSR staff on large contractual issues. They would participate in contract negotiations and engage GOSR when significant scope or change of work orders is needed. The Engagement Partner must have at least five years of experience in the design/engineering of flood mitigation and coastal resiliency projects for to public entities (which include federal, state, or local agencies or public authorities within the United States), including but not limited to those services outlined in this RFP.
- 6.4.2 **Senior Project Manager:** The Senior Project Manager, reporting to the Engagement Partner, will coordinate and delegate the assignments to the contractor's staff, and serve as the point of contact for GOSR staff. The Senior Project Manager should be a Professional Engineer licensed by the State of New York. The Senior Project Manager will be responsible for reporting to

GOSR on progress and, if necessary, communicating with other stakeholders on new issues, project status, meetings, and deliverables. The Senior Project Manager must have at least four years of experience in the design/engineering of flood mitigation and coastal resiliency projects, including but not limited to those services outlined in this RFP.

- 6.4.3 **Project Manager:** The Project Manager, working under the Senior Project Manager, will be responsible for the execution of the watershed management plan tasks and assignments as directed by GOSR. The tasks include but are not limited to those outlined in this RFP. The Project Manager should have a degree in civil engineering, environmental engineering or equivalent from an accredited university. The Project Manager must have at least three years of experience in the design/engineering of flood mitigation and coastal resiliency projects, one year of which should be for public sector projects.
- 6.4.4 **Senior Environmental Scientist:** The Senior Environmental Scientist will assist in the design/engineering of flood mitigation and coastal resiliency projects, plan tasks and assignments under the supervision of the Senior Project Manager or Engagement Partner. These tasks include but are not limited to environmental review and ecological aspects of the project outlined in this RFP. The Senior Environmental Scientist must have at least three years of experience in the environmental review and design/engineering of flood mitigation and coastal resiliency projects, one year of which should be for public sector projects.
- 6.4.5 **Qualified Environmental Supervisor:** The Qualified Environmental Supervisor will assist in the design/engineering of flood mitigation and coastal resiliency projects, plan tasks and assignments under the supervision of the Senior Environmental Scientist. The Qualified Environmental Supervisor must have at least two years of experience in the environmental review and design/engineering of flood mitigation and coastal resiliency projects, one year of which should be for public sector projects.
- 6.4.6 **Environmental Planner/GIS Analyst:** The Environmental Planner/GIS Analyst will assist in the execution of the design/engineering of flood mitigation and coastal resiliency projects, plan tasks and assignments under the supervision of the Senior Environmental Scientist or Qualified Environmental Supervisor. The Environmental Planner/GIS Analyst will assist with gathering and/or analyzing GIS data. The Environmental Planner/GIS Analyst must have at least two years of experience in the environmental review and design/engineering of flood mitigation and coastal resiliency projects and GIS data analysis, one year of which should be for public sector projects.

6.5 Technical Approach and Work Plan

Respondents that present a clear and straightforward work plan for all aspects of execution of A/E professional design services, which is based on a well-defined timeline for delivery of key goals and objectives and places emphasis on high standards for the delivery of services in expectation of meeting or exceeding these goals, will score higher than those that do not.

Respondents must clearly identify the ability to provide sufficient capacity for the efficient and timely implementation and administration of the program, to include all professional design services identified in the scope of services. Include a description of the Respondent's management and quality control measures to be utilized. Respondents who demonstrate that they have qualified staff already in place to begin serving disaster-impacted New Yorkers immediately will be scored higher than those who need more time, or whose responses are vague.

6.5.1 Resilient & Sustainable Design

GOSR is committed to promoting sustainability and resiliency through resilient and green design in building and infrastructure projects funded through various NY Rising programs. Engineering and design work should incorporate sustainability measures, resilient techniques, and green infrastructure practices where possible. Respondents should include in their submission a brief description of the green and resilient projects on which they have worked. Previous experience in such design will be considered in the evaluation of responses. Submissions should also include an articulation of modelling experience and a discussion of data collection process including retrieval of existing data, publicly available or otherwise, as well as the various types of modelling that would be proposed for various project types.

6.6 Commitment to Complying with all Applicable Federal, State, and Local Regulations

All Respondents must comply with the below legal and regulatory requirements. In addition, all Respondents must complete and submit all applicable forms in the Appendices. For the purpose of this RFQ, Respondents shall submit with their Application the following forms.

- Form HUD-60002 Section 3 Summary Report
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement

- Attachment - Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Respondents who demonstrate a firm commitment to complying with all applicable Federal, state, and local regulations, including M/WBE, SDVOB, and Section 3 income requirements, will receive the most points.

6.6.1 New York State Law

Pursuant to New York State Executive Law Article 15-A, Article 17-B, and 5 NYCRR 140-145, GOSR recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises, service-disabled veteran-owned business (SDVOB) enterprises, and the employment of minority group members, women, and service-disabled veterans in the performance of GOSR contracts. GOSR encourages firms that are M/WBE certified and SDVOBs in New York State, or any other city or state, or the federal government, to respond to this RFQ.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that GOSR establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority group members and women in the performance of New York State contracts.

6.6.2 Business Participation Opportunities for MWBEs

GOSR is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure that qualified MWBE firms are included in the selection of a firm to provide the above described services.

For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation - 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how GOSR will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and GOSR may withhold payment from the Contractor as liquidated damages.

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or making other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate in the above-described services performed under the contract(s) awarded to the successful Respondent(s).

Include the following in the Respondent’s submission:

- a) If the Respondent is a New York State-certified M/WBE firm, provide documentation evidencing registration. For M/WBE firms that are not certified but have applied for certification, provide evidence of filing, including the filing date.
- b) A description of the instances, if any, in which the Respondent has worked with M/WBE firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Submissions should include the nature of the engagement, how such arrangement was structured, and a description of how the services and fees were allocated.
- c) A statement of the Respondent’s willingness, if any, to engage in M/WBE partnering or mentoring arrangements with an M/WBE firm selected by the Respondent. Such statement should include an explanation of how the Respondent would suggest structuring such an arrangement and allocating services and fees between the firms participating in the arrangement.

- d) Provide a plan for ensuring the participation of minority group members and women in accordance with the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, attached hereto as Appendix III.

6.6.3 Business Participation Opportunities for service-disabled veteran-owned business (SDVOBs)

GOSR is committed to achieving significant SDVOB participation in its contracts and will use good faith efforts to ensure that qualified SDVOB firms are included in the selection process. This is in addition to the MWBE utilization requirements. In accordance with New York State Executive Law Article 17-B, governing NYS contracting requirements, HTFC hereby establishes a utilization goal of 6% for SDVOB participation. Bidders/proposers for this RFQ and any subsequent contracts will be strongly encouraged and expected, to the maximum extent practical and consistent with the legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs in the fulfillment of the requirements of the contract that are of equal quality and functionality to those that may be obtained from non-SDVOBs. A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by SDVOBs in the performance of the contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required SDVOB documentation.

6.6.4 Section 3 of the Housing & Urban Development Act of 1968

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, GOSR is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low- income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. A “Section 3 business concern” is a business that can provide evidence that they meet one of the follow criteria: 1) 51 % or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in

excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

Further requirements for Section 3 contracts are detailed in Section 30 of Appendix I, “HUD General Provisions.”

6.7 Vendor Responsibility

Complete and include in the Application a Vendor Responsibility Questionnaire for the Respondent and its proposed subcontractors, which can be found at http://www.osc.state.ny.us/vendrep/forms_vendor.htm. Select the questionnaire that best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other). Do not send the completed form to the Office of the State Comptroller (OSC) unless specifically requested.

Note that being included on the PQL does not represent a finding of responsibility for a particular procurement. GOSR will consider responsibility factors for admission to the PQL and will make a responsibility determination prior to contract award. A Pre-Qualified Vendor determined to be non-responsible shall be removed from the PQL.

6.8 Affirmation of Understanding

Complete and sign the Affirmation of Understanding and Agreement Pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b), attached hereto as Appendix A.

6.9 Offeror Disclosure of Prior Non-Responsibility Determinations

Complete and sign the Offeror Disclosure of Prior Non-Responsibility Determinations, attached hereto as Appendix B.

6.10 Non-Collusive Bidding Certification

Complete and sign the Non-Collusive Bidding Certification.

6.11 Requirements of Legal Entities

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of New York at the time of the submission of their Applications to this RFQ. **Such Respondents shall attach a certificate of good standing from the New York Secretary of State to their submissions.**

6.12 General Federal Grant Requirements

Because the Contract is being funded with federal funds, the Contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget’s (“OMB”) applicable circulars. **Respondent shall**

provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from the fee or compensation to Vendor.

6.13 HUD General Provisions

Because the Contract is being funded with HUD funds, the Contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix I. **Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix I, and any subsequent changes made by HUD.**

** An updated Appendices will be available. In the interim, please refer to Attachment 2 for updated contract provisions for 2 CFR Part 200 which will be included in the updated Appendices.

6.14 Standard Clauses for Contracts with HTFC

Because the ultimate Contract will be between the Respondent and HTFC, the contract shall be governed by certain standard HTFC terms and conditions, attached hereto as Appendix II. **Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix II, and any subsequent changes deemed appropriate by HTFC.**

6.15 Iran Divestment Act

Every bid or proposal made to HTFC/GOSR pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"By submission of this bid or proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. An Application that fails to certify compliance with this requirement may not be accepted as responsive.

ATTACHMENTS AND APPENDICES

Attachment – Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Attachment 1 – Insurance Requirements

Attachment 2 – Contract Provisions For 2 CFR Part 200

Attachment 3 – RFQ Checklist

Appendix A – Affirmation of Understanding and Agreement Pursuant to State Finance Law §139-j (3) and § 139-j (6) (b)

Appendix B – Offeror Disclosure of Prior Non-Responsibility Determinations

Appendix I – HUD General Provisions

Appendix II – Standard Clauses for Contracts with the Housing Trust Fund Corporation

Appendix III – Diversity Forms

Appendix IV – Construction Requirements and Procedures for Contracts with Housing Trust Fund Corporation

Appendix A – Standard Clauses for NYS Contracts

ATTACHMENT 1 - INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Work Order(s), insurance of the type, and with the limits and deductibles, listed below. Any proposed alternate insurance requirements may be submitted with the Proposal and/or may be negotiated during the contracting phase should an entity be selected. It shall be in GOSR's sole discretion to accept or reject alternative insurance requirements.

- i. Commercial General Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury; Two Million Dollars (\$2,000,000.00) products/completed operations aggregate; and Two Million Dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name HTFC, the State of New York, and all "benefitted parties" as "Additional Insureds".
- ii. Comprehensive Automobile Liability. In an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Contractor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s).
- iii. Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.
- iv. Standard "All Risk" Property Insurance covering all equipment and material (owned, borrowed or leased by Vendor or its employees) utilized and/or related to Vendor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s), to the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC. Vendor hereby agrees to waive its right of subrogation against HTFC. Failure of the Contractor to secure and maintain adequate coverage shall not obligate HTFC, its agents of employees, for any losses.
- v. Excess Liability Insurance. In an amount not less than Eight Million Dollars (\$8,000,000.00) per occurrence and Eight Million Dollars

(\$8,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an “occurrence” basis and shall be endorsed to name HTFC and the State of New York as “Additional Insureds”.

- vi. In addition-If vendor will be hauling hazardous material, Contractor’s Pollution Liability (CPL) Coverage. In an amount not less than Five Million Dollars (\$5,000,000.00) covering pollution related claims and also including Non-owned disposal site(s) liability, Transportation pollution liability coverage endorsement, Additional Insured Endorsement, and Additional Insured Endorsement-Products-Completed Operations Hazard. Such insurance shall be written on an “occurrence” basis and shall apply on a primary, non-contributory basis.
- vii. If Vendor is providing Professional Services as a Pollution Mitigation and/or Abatement Contractor, Professional Liability Including Pollution Legal Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Vendor and/or those acting under the Vendor’s direction or control and/or those for whose acts the Vendor may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by the Vendor. HTFC, the State of New York, and all “benefitted parties” shall be named as “Additional Insureds” on the Pollution Legal Liability coverage.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best’s Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Vendor under this Agreement, the Services or Scope of Services, or any Work Order(s), and shall be endorsed to provide that HTFC shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.

The Vendor shall provide Certificates of Insurance to HTFC prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including HTFC, the State of New York, and all

“benefitted parties” as “Additional Insureds”, shall be deemed a breach of contract.

An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers’ Compensation Insurance and Disability Benefits Insurance. For evidence of Workers’ Compensation Insurance, the Vendor must supply one of the following forms: Form C-105.2 (Certificate of Workers’ Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers’ Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers’ Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the Vendor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage).

Subcontractors under this Agreement shall only be subject to (i)-(iv) of this Section, except that (vi)-(vii) shall apply where applicable. However, Vendor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Vendor given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.

Indemnification Provisions:

Vendor will also be required to agree to the following indemnification provisions:

Vendor shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC), and indemnify HTFC and the State of New York, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, “HTFC”), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys’ fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with this Agreement, the Services or Scope of Services, or any Work Order(s), including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, the Services or Scope of Services, or any Work Order(s), any injuries or damages

resulting from defects, malfunction, misuse, etc. of Vendor-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Vendor or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity shall expressly include, but is not limited to, the obligation of Vendor to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred, or to be incurred, in HTFC's enforcement of this Agreement, or any portion thereof, against Vendor or otherwise arising in connection with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

It is expressly understood and agreed that the risk of loss for property damage during the course of construction or other work passes to HTFC only after completion of the work enumerated in the Agreement, Services or Scope of Services, or any Work Order(s). Accordingly, all of the indemnification provisions as set forth herein shall also apply to any losses sustained prior to the passing of risk of loss to HTFC. This clause shall survive indefinitely the termination of this Agreement for any reason.

For construction, environmental remediation/mitigation, or other work in which HTFC has entered into this contract to perform the work on behalf of homeowners or others who may be determined to be third party beneficiaries of this contract ("benefitted parties"), all of the indemnification provisions set forth herein shall expressly extend to such "benefitted parties" in like manner and degree as to HTFC.

Notwithstanding the foregoing indemnification provisions, Vendor remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Vendor, its officers, employees or agents.

ATTACHMENT 2 - CONTRACT PROVISIONS FOR 2 CFR PART 200

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of December 30, 2016

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → [Part 200](#) → [Subpart F](#) → Appendix

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND
AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)

[Subpart F—Audit Requirements](#)

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ATTACHMENT 3 - REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

Required Application Content:

- Cover Letter and Table of Contents
- Executive Summary
- Project Experience
- Key Personnel
- Technical Approach and Work Plan
- Commitment to Compliance

Required Forms and Information:

- Respondent Overview
- IDA Certification
- Appendix A – Affirmation of Understanding
- Appendix B – Offeror Disclosure
- Non Collusive Bidding Certification
- Appendix III – Diversity Forms (HUD & HTFC)
 - Form HUD-60002 Section 3 Summary Report
 - Form PROC-1 Equal Employment Opportunity Staffing Plan
 - Form PROC-2 M/WBE Utilization Plan
 - Form PROC-4 M/WBE and EEO Policy Statement
 - Form PROC-8 EEOC Statement
 - Form Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Vendor Responsibility Questionnaire (Respondent)
- Vendor Responsibility Questionnaire (Subcontractor)
- Certificate of Good Standing
- Diversity Certification, as applicable